

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") dated this the 27 day of March, 2019, is entered into by Florida Charter Educational Foundation, Inc. ("FCEF"), Renaissance Charter School, Inc. ("RCS"), and The School Board of Palm Beach County, Florida ("School Board"). FCEF, RCS, and the School Board are referred to collectively as the "Parties."

RECITALS

WHEREAS, FCEF submitted an application to the School Board on or about August 4, 2014, to open a new charter school, South Palm Beach Charter School, pursuant to the charter application process set forth in section 1002.33(6), Florida Statutes (2014) ("2014 South Palm Application"). The School Board denied the 2014 South Palm Application, and FCEF filed an administrative appeal with the State Board of Education on January 15, 2015, which was assigned case number 2015-3112;

WHEREAS, proceedings before the Charter School Appeal Commission and State Board of Education in case number 2015-3112 in 2015 resulted in an appeal to the Fourth District Court of Appeal by the School Board. *See Sch. Bd. of Palm Beach County v. Florida Charter Educ. Found., Inc.*, Case No. 4D15-2032, 213 So. 3d 356 (Fla. 4th DCA 2017). The Fourth District Court of Appeal reversed the State Board of Education's final order and remanded for further proceedings. *See id.*;

WHEREAS, new hearings were held on the appeal by both the Charter School Appeal Commission and the State Board of Education in June and July of 2018 in case number 2015-3112. The State Board of Education entered a Final Order dated July 24, 2018 reversing the School Board's denial of the 2014 South Palm Application and remanding to the School Board with directions that the School Board approve the 2014 South Palm Application within thirty (30) days;

WHEREAS, the School Board filed an appeal of the State Board of Education's July 24, 2018 Final Order, as authorized by section 1002.33(6)(d), Florida Statutes (2018), on August 23, 2018. *See Sch. Bd. of Palm Beach County v. Florida Charter Educ. Found., Inc.*, Case No. 4D18-2531 (Fla. 4th DCA). The appeal in case number 4D18-2531 remains pending;

WHEREAS, RCS submitted an application to the School Board on or about August 3, 2015, to open a new charter school, Renaissance Charter High School of Palm Beach, pursuant to the charter application process set forth in section 1002.33(6), Florida Statutes (2015) ("2015 Renaissance Charter High Application"). The School Board denied the 2015 Renaissance Charter High Application, and RCS filed an administrative appeal with the State Board of Education on December 10, 2015, which was assigned case number 2015-3244;

WHEREAS, proceedings before the Charter School Appeal Commission and State Board of Education in case number 2015-3244 in 2015 and 2016 resulted in an appeal to the Fourth District Court of Appeal by the School Board. *See Sch. Bd. of Palm Beach County v. Florida Dep't of Educ.*, Case No. 4D16-2207, 237 So. 3d 1039 (Fla. 4th DCA 2018). The Fourth District Court of Appeal reversed the State Board of Education's previous final order and remanded for further proceedings. *See id.*;

WHEREAS, new hearings were held on the appeal by both the Charter School Appeal Commission and the State Board of Education in June and July of 2018 in case number 2015-3244. The State Board of Education entered a Final Order dated July 24, 2018 reversing the School Board's denial of the 2015 Renaissance Charter High Application and remanding to the School Board with directions that the School Board approve the 2015 Renaissance Charter High Application within thirty (30) days;

WHEREAS, the School Board filed an appeal of the State Board of Education's July 24, 2018 Final Order, as authorized by section 1002.33(6)(d), Florida Statutes (2018), on August 23, 2018. *See Sch. Bd. of Palm Beach County v. Renaissance Charter School, Inc.*, Case No. 4D18-2530 (Fla. 4th DCA). The appeal in case number 4D18-2530 remains pending;

WHEREAS, the School Board, in good faith believing that there were legally sufficient reasons for its denials of the 2014 South Palm Application and 2015 Renaissance Charter High Application, and that there is a valid foundation for the School Board's appeals in case numbers 4D18-2530 and 4D18-2531, nevertheless agrees to the resolution, compromise, and settlement of all disputes, claims, controversies, administrative actions, and cases between FCEF and RCS and the School Board on the terms provided herein, in lieu of the expense and time involved in continued litigation, and with the hope of providing a high quality system of public schools in the School District of Palm Beach County; and

NOW THEREFORE, in consideration of the promises and the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the following terms and conditions as full and complete settlement of case numbers 2015-3112 and 2015-3244 before the State Board of Education and case numbers 4D18-2530 and 4D18-2531 before the Fourth District Court of Appeal:

AGREEMENT

1. Dismissal of Appeals

- a. Upon execution of this Agreement, FCEF and the School Board will file a signed stipulation for dismissal of case number 4D18-2531 in the Fourth District Court of Appeal, pursuant to Florida Rule of Appellate Procedure 9.350(a).

- b. Upon execution of this Agreement, RCS and the School Board will file a signed stipulation for dismissal of case number 4D18-2530 in the Fourth District Court of Appeal, pursuant to Florida Rule of Appellate Procedure 9.350(a).

2. **Satisfaction of School Board's Obligations under State Board of Education's July 24, 2018 Final Orders**

- a. The School Board shall approve the 2014 South Palm Application and 2015 Renaissance Charter High Application by April 10, 2019.
- b. FCEF and RCS will have until February 1, 2020 to select the grade configurations for each new charter school approved under this Agreement or to consolidate these charter schools. By February 1, 2020, FCEF and RCS will provide written notice of their selected grade configurations or decision to consolidate to the Superintendent of Schools for the School District of Palm Beach County, with copies to the Director of Charter Schools and the General Counsel for the School Board of Palm Beach County. The written notice will include a revised application or applications which are current for the time they are submitted and are reflective of the grade configuration(s) of the school or schools. The revised application or applications will not be subject to review or approval by the School Board, but will be used as the basis for subsequent negotiation of a charter contract or contracts with the School Board for the school or schools. Thereafter, both FCEF and RCS agree to share their proposed school locations with the School Board in advance, but FCEF and RCS each retain the ultimate right to select final locations for the charter school(s). Thereafter, both FCEF and RCS shall retain all rights under Florida law with respect to opening their new charter schools in Palm Beach County.

- c. The Parties agree that full execution of this Agreement satisfies all of the School Board's obligations under the State Board of Education's July 24, 2018 Final Orders in case numbers 2015-3112 and 2015-3244, respectively.

3. Releases

- a. FCEF, on its behalf and on behalf of its subsidiaries, divisions, affiliates and agents, releases, remises, and forever discharges the School Board from all claims, suits, actions, charges, demands, judgments, costs and executions present and future, known or unknown, both legal and equitable in any manner arising out of the 2014 South Palm Application.
- b. RCS, on its behalf and on behalf of its subsidiaries, divisions, affiliates and agents, releases, remises, and forever discharges the School Board from all claims, suits, actions, charges, demands, judgments, costs and executions present and future, known or unknown, both legal and equitable in any manner arising out of the 2015 Renaissance Charter High Application.
- c. The School Board releases, remises, and forever discharges FCEF and RCS from all claims, suits, actions, charges, demands, judgments, costs and executions present and future, known or unknown, both legal and equitable in any manner arising out of the 2015 Renaissance Charter High Application and the 2014 South Palm Application and related legal proceedings.

- 4. Attorney's Fees and Costs:** The Parties will bear their own attorney's fees and costs incurred in connection with the administrative appeals before the State Board of Education (case numbers 2015-3112 and 2015-3244) and the appeals in the Fourth District Court of Appeal (case nos. 4D15-2032, 4D16-2207, 4D18-2530, and 4D18-2531).

5. **General Provisions**

- a. Enforcement: For any action brought to enforce the terms of this Agreement, the Parties agree that venue shall be exclusively in the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida.
- b. Non-Admission of Liability: This Agreement shall not constitute an admission of liability, wrongdoing, or anything improper or unlawful by any of the Parties.
- c. Authority: Each person executing this Agreement on a party's behalf has been duly authorized to sign on behalf of the respective party and to bind the party to the terms of the Agreement.
- d. Cooperation: The Parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
- e. Entire Agreement: This Agreement contains the entire understanding of the parties, and there are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.
- f. Opportunity to Review and Understanding: The Parties acknowledge that in executing this Agreement, they have carefully reviewed and had the opportunity to review the terms of this Agreement and are fully aware of the extent of their rights and obligations under this Agreement.
- g. Drafting: The Parties agree that the language of this Agreement shall not be construed presumptively against any of the Parties to this Agreement.
- h. Counterparts: This Agreement may be executed in counterparts and via facsimile

and/or electronic transmission (such as an executed agreement scanned into a Portable Document Format or PDF and exchanged by email), each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument. For the purposes of this Agreement all faxed and scanned signatures shall be accepted as original signatures.

- i. Waiver: No waiver of any breach or other rights under this Agreement shall be deemed a waiver unless the acknowledgment of the waiver is in a writing executed by the party committing the waiver. No waiver shall be deemed to be a waiver of any subsequent breach or rights. All rights are cumulative under this Agreement.
- j. Headings: The headings contained in the Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this agreement.

(signatures on following page)

IN WITNESS WHEREOF, the Parties hereby execute this Settlement Agreement effective on the date last executed by all Parties.

Florida Charter Educational
Foundation, Inc.

By: 
Rod Jurado
Chairman

Date: 3/27/19

The School Board of Palm Beach County

By: _____
Frank Barbieri
Chairman

Date: _____

Renaissance Charter School, Inc.

By: _____
Ken Haiko
Chairman

Date: _____

By: _____
Donald E. Fennoy II, Ed.D.,
Superintendent

Date: _____

By: _____
Levi Williams, Esq.
Counsel for Florida Charter
Educational Foundation, Inc.
and Renaissance Charter School, Inc.

Date: 3/27/19

By: _____
JulieAnn Rico, Esq., B.C.S.
General Counsel Educational

Date: _____

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Ken Haiko
Chairman

Date: _____

By: _____
Levi Williams, Esq.
Counsel for Florida Charter
Educational Foundation, Inc.
and Renaissance Charter School, Inc.

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Donald E. Fennoy II, Ed.D.,
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JulieAnn Rico, Esq., B.C.S.
General Counsel Educational

Date: _____